

Website Terms of Use



PLEASE READ THESE WEBSITE TERMS OF USE OF USE CAREFULLY

Welcome to <https://www.partscanada.com>, together with all of its subdomains (including the dealers.partscanada.com (the **Dealer Portal**) and API.partscanada.com (the **Parts Canada API**) subdomains), webpages, application programming interfaces (API), Content (as defined below) and product and service offerings (collectively, the **Site**), owned and operated by Parts Canada Development Co. (**Parts Canada**). Parts Canada provides you access and use of the Site subject to your compliance with these Website Terms of Use, together with any other additional documents, policies (including the Terms and Conditions, as defined below) or terms they expressly reference (the **Terms of Use**). You represent and warrant that you are the legal age of majority under applicable law (typically at least eighteen (18) years of age) to form a binding contract with Parts Canada. By accessing, browsing or using the Site, or by clicking to accept these Terms of Use, as the case may be, you accept, agree to be bound by, and represent that you are capable of being bound by, these Terms of Use. To the extent you are accessing the Site on behalf of an organization (e.g. a Parts Canada dealer), you represent and warrant that you are authorized to bind your organization to these Terms of Use. If you do not agree to bound by these Terms of Use each time you use this Site or do not have the authority to agree to accept these Terms of Use, you may not access or use the Site.

1. Changes, Misprints and Error

Subject to applicable law and without limiting any thing set forth in Section 10 (Disclaimer), Parts Canada: (a) reserves the right to change, withdraw or terminate, as the case may be, the Site, including any goods and services advertised or offered for sale through this Site, the prices or specifications of such goods and services, and any promotional offers and any other Site materials at any time and from time to time without any notice or liability to you or any other person; (b) cannot guarantee that goods or services advertised or offered for sale on this Site will be available when ordered or thereafter and assumes no liability for any errors in listings, availability, part numbers, prices or model applications; (c) reserves the right to limit quantities sold or made available for sale; (d) do not warrant that the Site materials (including product descriptions or photographs) are accurate, complete, reliable, current or error-free; and (e) reserves the right to cancel, to terminate or not to process orders (including accepted orders) for any reason in its sole discretion. If we do not process an order for such reason, we will advise you that the order has been cancelled and will either not charge you or will apply credit to the payment type used in the order.

2. Intellectual Property

You understand and agree that the Site and the entire content, features and functionality (including all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement), and any selection or arrangement thereof (the **Content**), is the exclusive property of Parts Canada or its licensors and are protected in all forms by intellectual property laws including copyright, trademark, patent, trade secret, and any other proprietary rights. All such rights therein are expressly reserved by Parts Canada.

Without limiting the foregoing, the PARTS CANADA® trademark, and the Parts Canada logo, and all related names, logos, product and service names, designs, images, and slogans, including any and all common law trademarks used on the Site, are trademarks of Parts Canada or its licensors. You must not use such marks without the prior written permission of Parts Canada. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Site are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You may only use the Content for your personal and non-commercial use, unless where otherwise authorized by Parts Canada. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Content, in any form or medium whatsoever except:

- a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
- b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever;

- c) one single user copy may be downloaded with any proprietary notices intact, for your own personal, non-commercial use; and
- d) in the event social media platforms are linked to certain content on the Site, you may take such actions as the Site and such third-party social media platforms permit.

Users are not permitted to modify copies of any materials from the Site nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you print off, copy, or download any part of the Site in breach of these Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Site or to any content on the Site, and all rights not expressly granted are reserved by Parts Canada. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

3. Your Use of the Site and Account Set-Up and Security

Users are responsible for obtaining their own access to the Site. Users are required to ensure that all persons who access the Site through a user's internet connection, or on behalf of a user or its organization, are aware of these Terms of Use and comply with them. The Site, including the Content or areas of the Site, may require user registration, such as the "Dealer Login" portal located at the following subdomain of the Site: dealers.partscanada.com. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete.

You are solely responsible for: (a) maintaining the security and confidentiality of your account and your account password; (b) restricting access to your computer and your account; and (c) keeping your email address listed on your account current. You are solely responsible and liable for all activities, including all purchases made through the use of the Site that occur under your account. Parts Canada reserves the right to terminate, disable or otherwise place restrictions on your account at any time, in Parts Canada's sole discretion and without providing any advanced notice. Unfortunately, the transmission of information via the Internet is not completely secure. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Site.

Your provision of registration information and any submissions you make to the Site through any functionality such as signing up to access the Dealer Portal, signing up for Parts Canada's newsletters and other of Parts Canada's promotions, using the Parts Canada dealer locator, registering with Parts Canada to become a rider that we sponsor, applying for a job with Parts Canada online or by email, applying to become a Parts Canada dealer, sending us any information by email, applying to become a supplier of Parts Canada, downloading a file from our Site to add an "event" to your personal calendar, exchanging information and requests and otherwise interacting with the Parts Canada API, any other communications sent to Parts Canada, and other such functions (collectively, **Interactive Functions**) constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found at <https://www.partscanada.com/Privacy-Policy>

4. Passwords and Security

If you use a password to access the Site or any portion of it, including the Dealer Login, then you are responsible for maintaining the confidentiality of the password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur on your account or with your password. In the event that the confidentiality of your account or password is compromised in any manner, you agree to notify Parts Canada immediately. Parts Canada reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Site and your account, including terminating your account, changing your password or requesting information to authorize transactions on your account. Notwithstanding the above, Parts Canada may rely on the authority of anyone accessing your account or using your password and in no event will Parts Canada be held liable to you for any liabilities or damages resulting from or arising out of: (a) any action or inaction of Parts Canada under this provision; (b) any compromise of the confidentiality of your account or password; and (c) any unauthorized access to your account or use of your password.

5. User Submissions; Grant of License

The Site may contain Interactive Functions allowing users to submit, post, publish, display or transmit content, material or information to Parts Canada, its parents, affiliates or subsidiaries, other users or other persons (collectively, **User Submissions**). None of the User Submissions you submit to the Site will be subject to any confidentiality by Parts Canada. By providing any User Submission to Parts Canada or the Site, you grant us and our parents, affiliates, subsidiaries and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, sublicensable (via multiple layers), transferable, irrevocable, non-exclusive licence to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such User Submission for any purpose or incorporate such material into any form, medium or technology throughout the world without compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission. By submitting the User Submissions, you represent and warrant that you own or have the necessary rights to submit the User Submissions and grant the licence hereof. You represent and warrant that all User Submissions comply with applicable laws and regulations and these Terms of Use.

You understand and agree that you, and not Parts Canada nor Parts Canada's parents, subsidiaries, affiliates nor their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors or assigns (collectively, the **Released Parties**), are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. The Released Parties are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Site.

6. Site Monitoring and Enforcement, Suspension and Termination

Parts Canada has the right, without provision of notice to:

- a) remove or refuse User Submissions for any or no reason in our sole discretion;
- b) at all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including for violating the Terms of Use; or
- c) take appropriate legal action, including referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Site. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site.

You agree to waive and hold harmless the Released Parties from any and all claims resulting from any action taken by Parts Canada (or any Released Party) relating to any, investigations by Parts Canada or its designee(s) or by law enforcement authorities.

7. Conditions of Use

As a condition of your access and use of the Site, you agree to comply with the Terms of Use and all applicable laws when accessing or using the Site. Additionally, you agree not to do, or assist any person in doing, directly or indirectly, any of the following:

- a) interfere with the security of, or otherwise abuse, the Site, system resources, accounts, servers or networks connected to or accessible through the Site;
- b) sell, license, rent, reproduce, modify or attempt to modify the Site in any way, or reproduce or publicly display, perform, transmit, distribute or otherwise use the Site for any public or commercial purpose;
- c) use any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize or otherwise extract information from this Site in whole or in part;
- d) use or attempt to use an account holder's information without the prior written authorization of Parts Canada;
- e) attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access;
- f) access any Content through any technology or means other than through the Site itself or explicitly authorized means permitted by Parts Canada;

- g) use the Site for any commercial use, without the prior written authorization of Parts Canada. Prohibited commercial uses include any of the following actions taken without Parts Canada's express approval: (i) sale of access to the Site or Parts Canada products on another website; or (ii) use of the Site for the primary purpose of gaining advertising or subscription revenue;
- h) violate the terms of use of any third-party website, service, feature or function that is linked to or necessary for the operation of the Site, including any third-party social media website;
- i) provide, or contribute any false, inaccurate, or misleading information to Parts Canada or any other users of the Site;
- j) impersonate or attempt to impersonate Parts Canada, a Parts Canada employee, another user, or any other person or entity (including by using email addresses, or account names associated with any of the foregoing);
- k) transmit, or procure the sending of, any advertisements or promotions, sales, or encourage any other commercial activities, including any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation;
- l) encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Parts Canada or users of the Site or expose them to liability;
- m) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person; or
- n) promote any illegal activity, or advocate, promote, or assist any unlawful act.

8. Purchase and Sale Terms and Conditions

In addition to these Terms of Use, the Parts Canada Terms and Conditions of Use, available here: <https://dealers.partscanada.com/terms-and-conditions> (the **Terms and Conditions**), shall also apply to your purchase of any products or services from the Site, as they may be updated from time to time in Parts Canada's sole discretion.

9. Geographic Restrictions

The owner of the Site, Parts Canada, and its affiliates and subsidiaries, are based in Canada. Parts Canada provides this Site for use only by persons located in Canada. This Site is not intended for use in any jurisdiction where its use is not permitted. If you access the Site from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

10. Disclaimer

The laws of certain jurisdictions, including the Province of Quebec, do not allow the exclusion or limitation of legal warranties and the exclusion or limitation of representations made concerning goods or services. If these laws apply to you, some or all of the exclusions or limitations below may not apply to you, and you may have additional rights.

The Site, including all of the Content, and any services and products purchased through the site, are provided strictly on an "as is" and "as available" basis by Parts Canada without any warranties of any kind, either express or implied including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law. You understand and agree that your use of the Site, the Content, and any services, products or items otherwise found or attained through the Site is at your own risk.

None of the Released Parties make any warranty, representation or endorsement with respect to the completeness, security, reliability, suitability, accuracy, currency or availability of the Site or the Content. Without limiting the foregoing, none of the Released Parties represent or warrant that the Site, the Content or products acquired from the Site, or any services or items otherwise found or attained through the Site will be accurate, reliable, error-free, corrector uninterrupted, that the Site will be available at any particular time or location, that any defects will be corrected or that the Site, the Content or the server that makes it available are free of viruses or other harmful components.

The Released Parties cannot and do not guarantee or warrant that files or data available for downloading from the internet, the Site or otherwise available from or provided by any of the Released Parties will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Site and your computer, internet and data security. To the fullest extent permitted by law, the Released Parties will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mail-bombing or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site, purchase of products from the Site, or any services or items otherwise found or attained through the Site or to your downloading of any material posted on it, or on any Site or social media account linked to it.

11. Limitation of Liability

The following provision is inapplicable to Québec residents to whom the Quebec Consumer Protection Act applies.

To the maximum extent permitted by applicable law, in no event shall any of the Released Parties, be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including medical costs, personal injury, pain and suffering, emotional distress, lost profits, lost revenue, lost savings, loss of data, replacement costs, punitive damages, or any similar damages, whether based in contract, tort (including negligence), product liability, strict liability or otherwise, arising from, or related in any way to, your use of the Site, its content, and any services or items otherwise found or attained through the Site, or for any other claim related in any way to your use of the Site or any product acquired therefrom, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Site or any content or products posted, transmitted, or otherwise made available via the Site, even if a Released Party was previously advised of or had reason to know of the possibility of such loss or damage.

The following provision applies to Québec residents to whom the Quebec Consumer Protection Act applies.

To the maximum extent permitted by applicable law, and except for our or their gross fault, wilful misconduct or breach of an essential obligation of these Terms of Use, in no event shall the Released Parties be liable under these Terms of Use for any claim for lost revenues, profits or loss of clients or expected clients, damages for business interruption or failure to realize expected savings, pain and suffering, emotional distress, loss of use, loss of goodwill, loss of data and any other incidental commercial or financial losses of any kind or damages that are not the direct and immediate consequence of our or their actions, whether caused by tort (including negligence), breach of contract, breach of privacy or otherwise, even if the party was allegedly advised or had reason to know, arising out of or in connection with your use, or inability to use, reliance on, all or part of the Site or the Content or any action taken (or refrained from being taken) as a result of using any of the foregoing.

12. Indemnity

To the maximum extent permitted by applicable law, you agree to indemnify, defend and hold harmless any and all of the Released Parties from and against any claims, liabilities, damages (including any direct or indirect damages), judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms of Use; (b) your use or misuse of the Site, including your User Submissions, or any third-party sites, other than as expressly authorized in these Terms of Use; (c) your purchase, transport and resale of any products purchased from Parts Canada; and (d) your negligence, misconduct or breach of any laws. Parts Canada reserves the right to take exclusive control and defense of any claim, and you will cooperate fully with Parts Canada or its designee in asserting any available defenses. For the avoidance of doubt, you may not conclude or consent to the settlement of any claim indemnified hereunder without the prior written consent of Parts Canada.

13. Set-Off

Parts Canada shall have the right of set-off against any monies owed by or to Parts Canada, whether such monies are owed pursuant to these Terms of Use or under any other agreement, understanding or arrangement Parts Canada may have with you in respect of the Site or the sale and distribution of Parts Canada products. You hereby agree that you have no right of set-off to withhold, set-off, recoup or debit any amounts that you owe Parts Canada or any of its parents, affiliates or subsidiaries, whether under these Terms of Use or otherwise, against any other amount owed (or to become due and owing) to you by Parts Canada or its parents, affiliates or subsidiaries.

14. Children

This Site is designed for and intended for use by adults. If you are under 18, you may use this Site only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this site by children, minors and others under your care. You agree to be responsible for their use of the Site.

15. Privacy

By submitting your personal information and using the Site, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such personal information in compliance with our Privacy Policy, found at <https://www.partscanada.com/Privacy-Policy>, as we deem necessary for use of the Site.

16. Submission of Ideas and Suggestions

Parts Canada is always modifying the Site and developing new features. If you have ideas or suggestions regarding improvements or additions, Parts Canada would like to hear them, provided any submission will be subject to the Terms of Use. Under no circumstance shall any disclosure of any idea or suggestion be subject to any obligation of confidentiality or expectation of compensation. By submitting the idea or suggestion you are waiving any and all rights that you may have in the idea or suggestion and are representing and warranting to Parts Canada that the idea or suggestion is wholly original to you, that no one else has any rights in the idea or suggestion and that Parts Canada is free to implement the idea or suggestion if it so desires, as provided or as modified by Parts Canada, without obtaining permission or license from any third party.

17. Third Party Sites

The Site may include links to third party websites which are not controlled or maintained by Parts Canada. Any such links are included solely for your convenience and are not an endorsement by Parts Canada of the sites linked to, nor does Parts Canada have any control over the content of any such sites. You acknowledge and agree that Parts Canada shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with any use of, or reliance upon, any content, goods or services available on or through any such third party websites.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. For certainty, Parts Canada dealers are permitted to link directly to the Parts Canada product catalogue and such other Parts Canada webpages authorized by Parts Canada. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with applicable law. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

18. Changes to Terms of Use

Parts Canada reserves the right to modify, add to, delete from, alter or update the Terms of Use (each a **"Change"**) without notice at any time. Any Changes will be posted to this page and it is your responsibility to ensure that you are aware of any such Change from time to time. Changes will become effective upon being posted and you will be deemed to have accepted any Changes if you continue to access the Site after that time.

Please note that if you are a consumer within the meaning of the *Consumer Protection Act* (CQLR, c. P-40.1) of the Province of Quebec, we will send you prior notice of 30 days of any material Changes to these Terms of Use. To the extent permitted by law, you may refuse such Changes and rescind these Terms of Use by notifying us within thirty (30) days after such modification comes into force.

In the event you refuse any such Changes to these Terms of Use, regardless of whether or not you provide us with notice of such refusal, you shall cease your use of, and no longer access, the Site.

19. Currency

Any and all monetary amounts mentioned in these Terms of Use or on the Site are in Canadian dollars unless otherwise noted.

20. Governing Law

To the maximum extent permitted by applicable law: (a) these Terms of Use and your access and use of the Site shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflict of laws principles; (b) you hereby submit to the exclusive forum, jurisdiction and venue of the courts of Alberta sitting in the City of Calgary for any claim arising out of or relating to these Terms of Use or your use or access of the Site and you agree not to bring any action, suit or proceeding against Parts Canada, its officers, directors, employees, affiliates and other related entities, agents, representatives, successors and assigns in any other forum; and (c) you waive any right to a trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any right or remedies under, or arising in connection with or relating to, these Terms of Use or the Site.

21. Consent to Transact Electronically and Commercial Electronic Messages

You expressly consent: (a) to only having an electronic record of these Terms of Use available to you and agree that you may retain a physical copy by printing this webpage or document, as the case may be; (b) to transact electronically and acknowledge by using the Site or clicking "I Accept", as the case may be, that you are agreeing to be bound by the terms of these Terms of Use; and (c) to Parts Canada contacting you by phone, email or otherwise for the purpose of responding to any inquiries, submissions or requests made by you vis-a-vis the Site.

22. Notice

To you. We may provide any notice to you under these Terms of Use by either of the following methods, in our sole discretion: (a) sending a message to the email address you provide to us and consent to us using; or (b) by posting a notice prominently on the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep the correspondence information you provide us current.

To Parts Canada. Any feedback, comments, reports, requests, notice, accessibility issues and other communications relating to these Terms of Use or the Site, unless expressly provided for otherwise should be directed to: customerservice@partscanada.com or to the following postal address:

Parts Canada Development Co.
Attn: Customer Service
1820-100th Ave., N.E.
Calgary, Alberta
T3J 0P7

23. Language

The parties have expressly required that this Agreement and all related documents, including notices and other communications, be drawn up in English exclusively. Les parties ont expressément exigé à ce que la présente convention ainsi que tous les documents qui s'y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.

24. Interpretation

The headings contained in these Terms of Use are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms of Use. The words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to these Terms of Use and all documents incorporated herein by reference; and the word "or" is not exclusive. Reference to "us", "our" or words of similar import shall refer to Parts Canada and reference to "you" or "your" also includes reference to your employees, agents, representatives and contractors acting on behalf of you or your organization.

25. Entire Agreement

These Terms of Use constitute the entire agreement between you and Parts Canada with respect to the use of the Site and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

26. No Conflict

These Terms of Use apply exclusively to your access to, and use of, the Site and do not alter in any way the terms or conditions of any other agreement you may have with Parts Canada for products, services, or otherwise. To the extent there is an inconsistency between these Terms of Use, the Terms and Conditions and any other agreement you may have with Parts Canada for products, services, or otherwise, these Terms of Use shall govern first, followed by the Terms and Conditions.

27. Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms of Use operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

28. Severability

If any term or provision of these Terms of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction.